

**JUDGE DOYLE’S RULES FOR ORDERS MODIFYING STAY
AND AGREED REPAYMENT ORDERS
WITH SAMPLE ORDER LANGUAGE**

These guidelines apply to all motions for relief from stay in which the creditor seeks to exercise rights in collateral.

Failure to follow these guidelines will result in the motion being called even if no notice of objection is filed.

I. ORDERS PROVIDING IMMEDIATE STAY RELIEF:

A. Essential Provisions:

1. Identify the motion and moving party in the introduction.
2. Include language granting the motion.
3. Then specify the relief provided by stating that the stay is modified to permit the movant to exercise its *in rem* rights under non-bankruptcy law in the collateral.
4. If you want to include a provision regarding the stay in Rule 4001(a)(3), state only that the stay does not apply to the order.

B. Recommended language for orders granting stay relief immediately:

This case is before the court on the motion of Creditor to modify the automatic stay.

IT IS ORDERED that the motion is granted as follows:

1. The automatic stay is modified to permit Creditor to exercise its *in rem* rights under non-bankruptcy law in the property located at 219 S. Dearborn, Chicago, IL [or “in the debtor’s 1969 Chevy Nova, (VIN number optional).”]
2. The stay in Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure does not apply to this order.

II. AGREED REPAYMENT ORDERS PROVIDING FOR MODIFICATION OF THE STAY IN THE EVENT OF A DEFAULT

A. All notices of default must be filed with the court:

1. All agreed repayment orders **MUST** require that any notice of a default issued under the order must be filed with the court with a certificate of service showing service on the debtor and the debtor's lawyer.
2. Any later Notice of Termination of Stay must also be filed with the court with a certificate of service showing service on the debtor and the debtor's lawyer.

B. Sample language for Notices of Default and Notices of Termination:

If Creditor does not receive any two payments required under Paragraph X by the date due, Creditor may issue a Notice of the Default stating the amount of the default and giving the debtor 14 days to cure the default. The Notice of Default must be filed with the court with a certificate of service on the debtor and the debtor's lawyer. If the debtor does not cure the default within 14 days from the filing date of the Notice of Default, then Creditor may file a Notice of Termination of the Stay with a certificate of service on the debtor and the debtor's lawyer. The Notice of Termination terminates the automatic stay to permit Creditor to exercise its *in rem* rights under non-bankruptcy law in the collateral, effective on the date the Notice of Termination is filed. The stay in Rule 4001(a)(3) does not apply to the Notice of Termination.

III. PROHIBITED PROVISIONS FOR ALL STAY RELIEF ORDERS:

1. **Do not** identify any specific remedies that the creditor may pursue (*e.g.*, foreclose, evict, take possession).
2. **Do not** declare or suggest that the creditor has a valid security interest (*e.g.*, "creditor is permitted to foreclose on its security interest").
3. **Do not** include any findings in the introduction or body of the order (*e.g.*, "the court finding cause" or "the court finding that due notice has been given").
4. **Do not** include unnecessary or meaningless introductory language, including:
 - the court has jurisdiction
 - "due" or "proper" notice has been given
 - the court is "advised in the premises"
 - "At Chicago, Illinois, before Judge Carol Doyle this XX day of October, 2020"
5. **Avoid** "shall" - it is ambiguous; use "may," "must," or "will" when possible.

6. **Do not** use arcane language or legalese, including:
 - “**said**” - use “the” instead
 - “heretofore” or “herewith,”
 - “Aforementioned”
 - “commencing” - use “beginning”
7. **Avoid** “hereby” - it is unnecessary. If you feel compelled to use it, ONE “hereby” is sufficient at the beginning: “It is hereby ordered.” Do not use it in every paragraph of the order.
8. **Do not** start numbered paragraphs with “That.” Make each paragraph a complete sentence or group of complete sentences.
9. **Do not** include language on issues not directly related to the permitted relief, including:
 - authorizing the creditor to contact the debtor directly instead of through debtor’s counsel
 - approving the creditor’s attorneys fees (except in agreed repayment orders)